



ARCHULETA COUNTY
BOARD OF COUNTY COMMISSIONERS

Pursuant to the State's Public Health Order 20-35 dated October 23, 2020, no more than 10 people may gather together for a meeting. It is therefore **HIGHLY ENCOURAGED** for the Public to Join via ZOOM Conference Call as you may not be allowed to be in the meeting room - Please contact County Administration at 970-264-8300 for log-in information

CALL TO ORDER THE SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF NOVEMBER 24, 2020 AT 9:30 A.M.

NEW BUSINESS

CONSIDERATION AND APPROVAL OF GMP PROPOSAL FOR CONSTRUCTION OF A JUSTICE CENTER AT HARMAN PARK

The Commissioners will consider a Guaranteed Maximum Price (GMP) Proposal from Nunn Construction, which will establish the amount to be paid for construction of the Archuleta County Combined Courts Facility at Harman Park, apart from (possible) County initiated scope of work changes.

Presentor Scott Wall
Presentor's Title County Administrator

Documents:

[DRAFT - EXHIBIT A.PDF](#)

EXECUTIVE SESSION

Pursuant to C.R.S. 24-6-402(4): The Board reserves the right to meet in executive session for any purposes allowed and announced prior to voting to enter into executive session.

ADJOURNMENT OF THE SPECIAL BOCC MEETING

All meetings to be held in the Archuleta County Administration Offices
398 Lewis Street, unless otherwise stated.
All Regular and Special BoCC Meetings are recorded.

DRAFT **AIA® Document A133™ - 2009**
Exhibit A

Guaranteed Maximum Price Amendment

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

for the following PROJECT:
(Name and address or location)

«Archuleta County - Combined Courts Facility»
«85 Harman Park Drive
Pagosa Springs, CO 81147»

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

THE OWNER:

(Name, legal status and address)

«Board of County Commissioners of Archuleta County Colorado»«»
«P.O. Box 1507 398 Lewis Street
Pagosa Springs, CO 81147
»

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

«Nunn Construction, Inc.»«»
«925 Elkton Drive
Colorado Springs, CO 80907»

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

DRAFT

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « » (\$ « »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager’s Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

« Reference Construction Manager’s GMP Proposal and Exhibits Dated _____ , attached to this Amendment as Attachment #1 and is a Contract Document. »

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

« Reference Construction Manager’s GMP Proposal and Exhibits Dated _____ , attached to this Amendment as Attachment #1 and is a Contract Document. »

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Reference Construction Manager’s GMP Proposal and Exhibits Dated _____ , attached to this Amendment as Attachment #1 and is a Contract Document.

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« Reference Construction Manager’s GMP Proposal and Exhibits Dated _____ , attached to this Amendment as Attachment #1 and is a Contract Document. »

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Reference Construction Manager's GMP Proposal and Exhibits Dated _____, attached to this Amendment as Attachment #1 and is a Contract Document.



§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

« Reference Construction Manager's GMP Proposal and Exhibits Dated _____, attached to this Amendment as Attachment #1 and is a Contract Document. »

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

« Reference Construction Manager's GMP Proposal and Exhibits Dated _____, attached to this Amendment as Attachment #1 and is a Contract Document. »

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

« Reference Construction Manager's GMP Proposal and Exhibits Dated _____, attached to this Amendment as Attachment #1 and is a Contract Document. »

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

DRAFT

« Substantial Complete of the work shall be _____ »

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

«Ronnie Maez» «Chair»

(Printed name and title)

«Tyson Nunn»«, President»

(Printed name and title)